

EXHIBIT B



5301 Tokay Boulevard, Madison, WI 53711

STANDARD CONSULTANT AGREEMENT

This Standard Consultant Agreement ("Agreement") is made by and between Epic Systems Corporation, which is at located 5301 Tokay Boulevard, Madison, Wisconsin 53711 ("Epic"); and Tata America International Corporation operating as TCS America, which is located at 101 Park Avenue, Suite # 2603, New York, New York 10178 ("You")

BACKGROUND

- A. Epic's customers may be interested in hiring qualified third parties to provide certain services relating to the implementation of Epic's Program Property;
- B. You are interested in providing certain services to Epic's customers and You wish to receive training from Epic relating to the Program Property;
- C. Epic may provide You with training on Epic Program Property;
- D. Epic may provide You with access to some of the Documentation, the Program Property, and certain third party data or software; and
- F. Epic may disclose certain other confidential information to You.

TERMS AND CONDITIONS

Epic and You agree as follows:

1. DEFINITIONS

The following shall apply to this Agreement

- a. "Code" means both the object and source code of the Program Property
- b. "Confidential Information" means any information You or Your employees obtain from Epic or any Epic licensee as to the Program Property, Epic or Epic's plans or customers, including without limitation information concerning the functioning, operation or Code of the Program Property, Epic's training or implementation methodologies or procedures, or Epic's planned products or services, but excluding any information that: (a) is now or hereafter becomes publicly known through no act or failure on the part of You and without breach of this Agreement; (b) is known by You on a nonconfidential basis at the time of the receipt of such information from Epic or an Epic licensee, or (c) subsequently becomes known by You on a non-confidential basis, or (d) developed by you independently without use of or reliance on Confidential Information
- c. "Documentation" means any instructions, manuals or other materials created by Epic, in any format, relating to the implementation, operation or Code of the Program Property
- d. "Program Property" means the computer program object and source code and the Documentation for all of Epic's computer programs

2. RELATIONSHIPS AND LIABILITY

Except to the extent that You and Epic agree otherwise in a separate written agreement: (i) Any contractual relationship You have with an Epic customer shall be separate from Epic's contractual relationship with the customer, (ii) neither party nor its

employees is or shall be a subcontractor, agent, employee, or partner of the other, and any advice, services or other actions provided by a party shall be solely by that party on that party's behalf; (iii) each party shall be responsible for the management, direction and control of its own employees and it is understood that each party has neither the duty nor the ability to supervise the other party's employees, subcontractors, agents or partners; (iv) Epic shall have no liability or obligation to You with respect to any actions, omissions or obligations of any customer or any customer's employees or agents or for any termination of the customer's license, and You hereby release and waive any claims against Epic relating thereto; and (v) You shall have no liability or obligation to Epic with respect to any actions, omissions or obligations of any Epic customer or any Epic customer's employees or agents, and Epic hereby releases and waives any claims against You relating thereto.

3. CONFIDENTIALITY AND USE RESTRICTIONS

- a. If Epic provides You with access to any Program Property or third party data or software, You will not do any of the following and You will not permit Your employees or agents to do any of the following:
 - (i) Copy or duplicate by any means any Program Property, or any part thereof to which You have access, except that You may make copies of Documentation for the purposes of disseminating such Documentation only to Your employees who are or will be involved in the implementation of the Program Property for an Epic customer; or
 - (ii) Reverse engineer any of the Program Property or any part thereof; or
 - (iii) Use the Program Property or third party data or software for any purpose other than in-house training of Your employees to assist Epic customers in the implementation of the Program Property licensed by that Epic customer.
- b. Upon Epic's written request, You will immediately return to Epic any copies of the Program Property or third party data or software, including without limitation all copies of Documentation then in Your or Your employees' or agents' possession
- c. You understand and agree that Epic's Program Property contains trade secrets of Epic protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of Epic, You will:
 - (i) Maintain in confidence any Confidential Information, except that You may disclose Confidential Information relating to the Program Property to Epic's licensees to



the extent necessary for such licensees' implementation of the Program Property, with the understanding that such information shall be kept confidential by the licensees under their respective license agreements with Epic;

- (ii) Use any Confidential Information only for the purpose of implementing the Program Property on an Epic customer's behalf;
- (iii) Limit access to the Program Property to those of Your employees who must have access to the Program Property in order to implement the Program Property on Epic's or its customer's behalf;
- (iv) Store all copies of the Program Property in a secure place;
- (v) Either: (1) require any of Your employees who are given access to the Confidential Information to execute a written agreement (which may be Your standard employee agreement if it applies these protections to the Confidential Information) requiring non-disclosure of the Confidential Information and limiting the use of the Confidential Information to uses within the scope of the employee's duties conducted pursuant to this Agreement; or (2) inform all such employees that You are obligated to keep the Confidential Information confidential and that it is Your policy to keep all such information confidential;
- (vi) Notify Epic promptly and fully in writing of any person, corporation or other entity that You know has copied or obtained possession of or access to any of the Program Property without authorization from Epic;
- (vii) Not permit any employee while in Your employment who has had access to the Program Property or any Confidential Information relating to the Program Property to participate in any development, enhancement or design of, or to consult, directly or indirectly, with any person concerning any development, enhancement or design of, any software that competes with or is being developed to compete with the Epic Program Property for a period of at least two (2) years after the date that such employee last has access to such Program Property or Confidential Information. This Section 3(c)(vii) shall not be construed to preclude Your employees from implementing or assisting in the implementation of competing software, as long as in providing such implementation services, Your employees neither assist nor are in any way involved in, whether directly or indirectly, by consultation or other action or inaction, the actual development, enhancement or design of the applicable software. Once each year, You will provide Epic with a list of each employee who has had access to the Program Property or any Confidential Information relating to the Program Property

4. TRAINING; COSTS AND EXPENSES.

At Your request and subject to availability, which shall be determined in Epic's sole judgment, Epic will provide Your employees with training in Epic's Program Property solely for the

purpose of enabling Your employees to assist Epic customers in the implementation of the Program Property. All training services provided by Epic shall be paid for by You at Epic's standard rate for such services and shall take place at Epic's training facilities. Epic will also charge You the standard rate for services that it provides to You that are not directly related to the training services at Epic's training facilities, including without limitation any expenses relating to remote access to and use of Epic's system with training materials and practice data as well as other additional materials and support services. You will not charge Epic for the time, effort or expense incurred by You for Your employees who are being trained. You will pay all funds due to Epic by 30 days after the invoice date. If You owe Epic any balance after the date specified in the preceding sentence, then such balance will accrue interest until paid at the rate of the lesser of one percent (1%) per month or the maximum rate allowed by law.

5. CERTIFICATION.

Neither You nor Your employees may communicate in any way to any party that Epic or any other party has "certified", "trained", "approved", "authorized", "sanctioned", or "endorsed" (or any terms with a similar meaning) any employee of Yours to perform any support, training, implementation or other service related to the Program Property for any Epic customer or prospective customer except to the extent Epic has provided the particular employee with a signed, written document stating such certification, training, approval, authorization, sanctioning or endorsement has occurred. You understand that Epic's certification requirements are rigorous, that they may require testing and continuing education sessions at Epic, that Epic has the right to change its certification requirements and procedures at any time, and that in order to remain certified, You must continue to meet all criteria required by Epic of which you have been given notice.

6. LICENSE.

- a. Epic hereby grants You a non-exclusive license to use the Program Property that Epic makes available to You via dial-up or other access, subject to the terms and conditions of this Agreement. Your license is non-transferable and is revocable at any time.
- b. You will use the Program Property only for in-house training of Your employees to assist Epic customers in the implementation of the Program Property.
- c. The grant of this license does not confer on You any right of ownership to any form of the Program Property (whether Code or Documentation). All Program Property remains the property of Epic.
- d. This Agreement may be terminated by Epic at any time. Upon such termination, paragraphs 2, 3, 8(e) and 8(f) shall apply for the maximum duration and scope allowed by law.

7. NOTICE

- a. **General.** No notice required to be provided in this Agreement shall be effective unless it is in writing; is delivered to the other party by either reputable overnight courier, U.S. mail by registered, certified or overnight delivery service, with all postage prepaid and return receipt requested, or by personal delivery; and is addressed to:



If to Epic:

Judith R. Faulkner, CEO
Epic Systems Corporation
5301 Tokay Boulevard
Madison, WI 53711

or to such other address as Epic may designate by written notice to You; and

If to You:

Satyanarayan S. Hegde
Tata America International Corporation operating
as TCS America
101 Park Avenue, Suite # 2603
New York, NY 10178

or to such other address as You may designate by written notice to Epic

b. **Invoices.** Invoices should be sent to:

TCS America
101 Park Avenue, Suite # 2603
New York, NY 10178

or to such other address as You may designate by written notice to Epic

8. MISCELLANEOUS

- a. The parties agree that the breach of this Agreement by You may cause Epic irreparable harm for which there is no adequate remedy at law. Therefore, in the event of any actual or threatened use or disclosure by You in violation of this Agreement, Epic may be entitled to equitable relief as granted by any appropriate judicial body.
- b. Neither You nor Epic will assign, transfer, sublicense, timeshare or delegate any rights or duties under this Agreement, except as expressly provided herein or in another written agreement between the parties.
- c. The provisions of this Agreement shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.

- d. The failure of either party to require the performance of any item or obligation of this Agreement, or the waiver by either party of any breach of this Agreement shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- e. Both Epic and You agree not to, directly or indirectly, discuss the terms of prospective employment with, solicit for hire or hire (directly as employees or indirectly as contractors or subcontractors, or in any other capacity) any person who is (or who becomes during the term of this Agreement) an employee of the other party until one year after the person leaves the employ of the other party or one year after the termination of this Agreement, whichever is earlier. You agree that You will not solicit for hire or hire Epic-certified individuals employed by Epic customers at a time when such individuals are engaged in an active installation (continuing until the later of three months after go-live or until rollout is complete) of Epic software on behalf of such Epic customer. This Section 8(e) may be waived only by written consent of the CEO or COO of Epic on behalf of Epic and an authorized representative on behalf of You. This Section 8(e) shall survive for one year after the termination of this Agreement.
- f. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of Wisconsin, without reference to its conflicts of laws principles, and any action arising under this Agreement shall be brought exclusively in Wisconsin. You consent to the personal jurisdiction of the state and federal courts located in Wisconsin.
- g. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. Any confidentiality agreement, consulting agreement or similar agreement between the parties entered into prior to this Agreement is specifically terminated and superseded by this Agreement. All confidential materials that are provided to either party under the terms of the preceding agreement shall be treated as Confidential Information under this Agreement.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

EPIC SYSTEMS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Kenneth J. Hansen
Kenneth J. Hansen
V.P. & General Counsel
8/19/05

**TATA AMERICA INTERNATIONAL CORPORATION OPERATING AS
TCS AMERICA**

By: _____

Name: _____

Title: _____

Date: _____

Satyanarayan S. Hegde
Satyanarayan S. Hegde
Sr. VP & General Counsel
8/10/05



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